

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400158

PRINT DATE: 09/19/12

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1232082171
SAFETY LEAGUE INC
772 CORPORATE CIR

NEW CUMBERLAND, PA 17070
(800) 781-2677 EXT 13

REFER QUESTIONS TO:

SUZAN EDWARDS
(410) 767-4032
SUZAN.EDWARDS@DGS.STATE.MD.US

ITB:

EXPR DATE: 09/21/13
POST DATE: 09/19/12

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

MARYLAND TRANSPORTATION AUTHORITY (MDTA)
FOR
SAFETY TACTICAL VESTS

STATE OF MARYLAND AGENCY CONTRACT

THIS BPO EXTENDS THE ORIGINAL BPO, 001B1400208, FOR ONE (1) ADDITIONAL YEAR AND ALL TERMS AND CONDITIONS REMAIN THE SAME. THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT FOR ONE (1) ADDITIONAL, ONE (1) YEAR PERIOD. RENEWAL OPTION IS AT THE DISCRETION OF THE STATE AND THE CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT TO RENEW THE CONTRACT.

CONTRACT PERIOD: 09/21/2012 THROUGH 09/21/2013.

REQUIREMENTS OF CONTRACT FOR SUPPLYING THE USING AUTHORITY WITH THEIR NEEDS FOR THE SPECIFIED ITEM(S) FOR THE CONTRACT PERIOD OF ONE (1) YEAR.

THE STATE OF MARYLAND, DEPARTMENT OF GENERAL SERVICES TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000.00 ARE INCORPORATED HEREIN BY REFERENCE.

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TERMS (cont'd):

THIS IS A FIRM FIXED-PRICE CONTRACT WITH PRICE ADJUSTMENT THAT PROVIDES FOR VARIATION IN THE CONTRACT PRICE UNDER SPECIAL CONDITIONS DEFINED IN THE CONTRACT, OTHER THAN CUSTOMARY PROVISIONS AUTHORIZING PRICE ADJUSTMENTS DUE TO MODIFICATIONS. HOWEVER, IN THE EVENT OF ANY DECREASE IN PRICE DUE TO MARKET CHANGE OR OTHER CONDITIONS, THE STATE OF MARYLAND SHALL BE NOTIFIED PROMPTLY AND RECEIVE SUCH DECREASES.

QUANTITIES STATED ARE AN ESTIMATE ONLY, AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. THERE ARE NO MINIMUM ORDER REQUIREMENTS FOR ANY UNIFORM ITEM. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE.

PRICING MUST REMAIN THE SAME FOR ADDITIONAL QUANTITIES FOR THE DURATION OF THE CONTRACT. THE CONTRACTOR SHALL KEEP IN INVENTORY A STOCK OF THESE ITEMS.

PRICE ESCALATION/DE-ESCALATION:

NO PRICE INCREASES WILL BE AUTHORIZED FOR 365 CALENDAR DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT, PRICE ESCALATION MAY BE PERMITTED ONLY AT THE END OF THIS PERIOD AND ANNUALLY THEREAFTER, AND ONLY WHERE VERIFIED TO THE SATISFACTION OF THE DGS PROCUREMENT OFFICER. HOWEVER, "CROSS THE BOARD" PRICE DECREASES ARE SUBJECT TO IMPLEMENTATION AT ANY TIME AND SHALL BE IMMEDIATELY CONVEYED TO THE STATE OF MARYLAND.

PRICE ADJUSTMENTS MAY BE PERMITTED FOR CHANGES IN THE CONTRACTOR'S COST OF MATERIALS ONLY, NOT TO EXCEED 5% OF THE ORIGINAL BID PRICE. AT THE TIME OF EACH RENEWAL, THE CONTRACTOR MAY REQUEST AN INCREASE OF THE PRICES THEN PREVAILING. THE REQUEST FOR A PRICE INCREASE MUST BE SUBMITTED WITHIN TWO (2) WEEKS OF THE NOTICE FROM THE DGS PROCUREMENT OFFICER OF THE STATE'S INTENT TO EXERCISE THE RENEWAL OPTION. ANY APPROVED PRICE CHANGES WILL BE EFFECTIVE ONLY AT THE BEGINNING OF THE CONTRACT RENEWAL START DATE.

THE CONTRACTOR SHALL DOCUMENT THE AMOUNT AND PROPOSED EFFECTIVE DATE OF ANY GENERAL CHANGE IN THE PRICE OF MATERIALS. DOCUMENTATION SHALL BE SUPPLIED WITH THE CONTRACTOR'S REQUEST FOR INCREASE WHICH WILL: (1) VERIFY THAT THE REQUESTED PRICE INCREASE IS GENERAL IN SCOPE AND NOT APPLICABLE JUST TO THE STATE OF MARYLAND; AND (2) VERIFY THE AMOUNT OR PERCENTAGE OF INCREASE WHICH IS BEING PASSED ON TO THE CONTRACTOR BY THE CONTRACTOR'S SUPPLIERS. THE PURCHASING OFFICE WILL NOTIFY THE USING AGENCIES AND CONTRACTOR IN WRITING OF THE EFFECTIVE DATE OF ANY INCREASE WHICH IT APPROVES. HOWEVER, THE CONTRACTOR SHALL FILL ALL PURCHASE ORDERS RECEIVED PRIOR TO THE EFFECTIVE DATE OF THE PRICE ADJUSTMENT AT THE OLD CONTRACT PRICES. THE CONTRACTOR IS FURTHER ADVISED THAT DECREASES WHICH AFFECT THE COST OF MATERIALS ARE REQUIRED

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TERMS (cont'd):

TO BE COMMUNICATED IMMEDIATELY TO THE PROCUREMENT OFFICER.

TAXES: THE STATE OF MARYLAND IS EXEMPT FROM FEDERAL AND STATE TAXES AND WILL NOT PAY OR REIMBURSE SUCH TAXES.

ALL ITEMS ARE TO BE QUOTED F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED TO THE DELIVERY POINT STATED IN THE BID. ALL SHIPPING, HANDLING, INSTALLATION AND ADMINISTRATIVE CHARGES SHALL BE CALCULATED IN THE BID PRICING.

BILLING:

INFORMATION WILL BE PROVIDED BY THE USING AGENCY REGARDING THE BILLING PROCEDURE.

DELIVERY:

DELIVERIES ARE TO BE ARRANGED WITH THE USING AGENCY(S) AND WHENEVER THE AUTHORIZED USER NOTIFIES THE CONTRACTOR/VENDOR THAT IT WISHES TO PURCHASE ITEMS, THE CONTRACTOR/VENDOR SHALL DELIVER THE ITEMS WITHIN FOURTEEN (14) DAYS TO THE ADDRESS ON THE PURCHASE ORDER. THE USING AGENCY(S) MAY HAVE MULTIPLE LOCATIONS FOR DELIVERY AND FAILURE TO COMPLY MAY RESULT IN TERMINATION OF THE CONTRACT.

ALL COMMODITIES SOLD UNDER THIS CONTRACT ARE TO BE UNCONDITIONALLY WARRANTED BY THE VENDOR FOR MINIMUM PERIODS OF ONE (1) YEAR AGAINST DEFECTS EXCEPT WHERE SPECIFICATIONS SUPERSEDE.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ADDITIONAL TERMS & CONDITIONS:

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN AS NEEDED BASIS. ALL ORDERS ARE TO BE RELEASED UPON RECEIPT OF A VALID DEPARTMENT PURCHASE ORDER OR BY USE OF THE DEPARTMENT CORPORATE CREDIT CARD. SIZES AND QUANTITIES WILL BE PROVIDED BY THE USING AGENCY.

LIMITS ON USING AGENCY AUTHORITY: THE CONTRACTOR/VENDOR SHALL NOT ACCEPT CHANGES, ADDITIONS OR SUBSTITUTIONS BY USING AGENCIES OR OTHERS IN THE REQUIREMENTS OF THIS CONTRACT UNLESS FURNISHED IN WRITING BY THE DEPARTMENT OF GENERAL SERVICES AND SIGNED BY THE PROCUREMENT OFFICER.

CONTRACT SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS

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TERMS (cont'd):

THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

CONTRACTOR/VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, THE STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND THE INSTRUCTIONS PROVIDED HERE - IN.

A REPORT MUST BE FURNISHED BY THE CONTRACTOR/VENDOR EVERY SIX (6) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL.

THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. REPORT SHALL BE EMAILED TO THE FOLLOWING TWO (2) EMAIL ADDRESSES:

SUZAN.EDWARDS@DGS.STATE.MD.US
HOWARD.MCLAIN@DGS.STATE.MD.US

THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR 21.11.08 DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS CONTRACT.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACTS OF \$5,000 OR LESS.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	34592	EA	887.0000

VEST, SAFETY

THE MARYLAND TRANSPORTATION AUTHORITY (MDTA) IS SEEKING A VENDOR TO PROVIDE PROTECH (PT) 100 TITAN ASSAULT VEST THREAT LEVER IIIA WITH ITS APPLICABLE ACCESSORIES. EACH PT 100 TITAN ASSAULT VEST SPECIFICATIONS AND INCLUDE THE APPLICABLE ACCESSORIES:

- PT 100 MULLE
- COLOR: MULTI-CAM ATTACHMENT
- SYSTEM: MOLLE ATTACHMENT

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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FEATURES INCLUDE A UNIQUE DETACHABLE MOLLE ADJUSTABLE CLOSURE SYSTEMS (M.A.C.S.) WHICH ALLOWS FOR 360 DEGREE OF ADJUSTIBILITY.

FEATURES MUST INCLUDE A CONTOURED CUT CROSS THE CHEST WHICH OFFERS OPTIMUM COMFORT AND MOBILITY WITH DIFFERENT COLORS AVAILABLE. SHOULD INCLUDE A COMFORTABLE DIAMOND RIPSTOP NYLON INTERIOR CARREIR AND RUGGED 1000-DENIER CORDURA EXTERIOR CARRIER WITH THE FOLLOWING:

- ADJUSTABLE SHOULDER STRAPS WHICH ALLOWS ONE TO RAISE OR LOWER THE VEST TO ACCOMODATE THE VARIOUS INDIVIDUALS PHYSIQUE
- SHOULD BE SHORT-WAIST TO GIVE BETTER MOBILITY
- SHOULD CONTAIN FRONT, BACK, AND WING PLATE POCKETS FOR 360 DEGREE PROTECTION
- SHOULD HAVE AT LEAST FOUR (4) INCH INTERNAL CUMMERBUND THAT HOLDS PANELS IN PLACE
- SHALL INCLUDE SIDE-LOADING HARD ARMOR PLATE POCKET ON THE FRONT ALLOWS ONE TO UPGRADE QUICKLY
- SHALL INCLUDE FRONT, BACK AND WING PLATE POCKETS FOR WARPAROUND PROTECTION
- INCLUDE BUILT MIC TABS, INCLUDE REAR OFFICE-DOWN STRAPS
- INCLUDE INTERNAL WIRE CHANNEL, INCLUDE ID ATTACHMENT SYSTEM

THE VEST SHOULD MEET THE MINIMUM REQUIREMENTS AS DESCRIBED BELOW:

- AREAL WEIGHT: 1.39
- THICKNESS: .38
- V50 9MM: 1696
- V50 .4MM MAG: 1623

0002	68008	EA	168.0000
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POLICE PROTECTION EQUIPMENT (BODY ARMOR AND RIOT SHIELDS) AND SUPPLIES
VENDOR SHALL PROVIDE PT TITAN BALLISTIC YOKE OPTION-LEVEL: PT100
WHICH INCLUDES BALLISTIC SHOULDERS, COLLAR AND THROAT PROTECTOR.
COLOR: MULTI-CAM

0003	68008	EA	94.0000
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POLICE PROTECTION EQUIPMENT (BODY ARMOR AND RIOT SHIELDS) AND SUPPLIES
PROTECH BALLISTIC GROIN PROTECTOR OPTION

0004	68008-141414	EA	189.0000
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POLICE PROTECTION SUPPLIES

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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PROTECH PT 100 BALLISTIC SLEEVES - PAIR

0005	20021	EA	18.0000
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EMBLEMS AND SHOULDER PATCHES (FOR UNIFORMS)
ID PATCHES (SET - 1 LARGE, 1 SMALL)
LETTERING: POLICE
BACKGROUND: BLACK
COLOR LETTERING: WHITE

0006	20021	EA	9.0000
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EMBLEMS AND SHOULDER PATCHES (FOR UNIFORMS)
SLEEVE PATCH
COLOR BACKGROUND: BLACK
COLOR LETTERING: WHITE
LETTERING SIZE: ONE (1) INCH
ACTUAL LETTERING: POLICE
LETTERING SHALL BE NON-REFLECTIVE

0007	68008-141414	EA	94.0000
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POLICE PROTECTION SUPPLIES

PROTECH SET OF ANY 6 POUCHES

0008	68008	EA	397.4000
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POLICE PROTECTION EQUIPMENT (BODY ARMOR AND RIOT SHIELDS) AND SUPPLIES
PROTECH LEVEL 111A & POLYETHYLENE 10" X 12 " 3.3 LBS STAND ALONE
MULTI-CURVE PLATE. PLATES MUST MEET NIJ06 LEVEL III REQUIREMENTS.
PRIOR TO AWARD, SAMPLES SHALL PROVIDED UPON REQUEST FOR REVIEW AND
APPROVAL.

DELIVERIES:

ALL ORDERS WILL BE IN THE FORM OF A MDTA PURCHASE ORDER; VENDOR SHALL
NOT ACCEPT ANY ORDER WITHOUT A FORMAL MDTA PURCHASE ORDER.
VENDOR SHALL ACKNOWLEDGE ALL ORDERS BY SUBMITTING AN ORDER
ACKNOWLEDGEMENT IN THE FORMAT APPROVED BY THE MDTA AND CONTAINING THE
FOLLOWING INFORMATION:

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ITEMS BEING ORDERED, TOTAL NUMBER OF UNITS, COST PER UNIT AND TOTAL OVERALL COST INCLUDING SHIPPING AND HANDLING.
EXPECTED DELIVERY DATE.

ALL ORDERS SHALL BE DELIVERED WITHIN 4 TO 8 WEEKS AFTER RECEIPT OF THE MDTA PURCHASE ORDER AND SHALL BE SHIPPED FREIGHT ON BOARD (FOB) DESTINATION. ALL DELIVERIES MUST BE INSPECTED, ACCEPTED AND RECEIVED PRIOR TO SUBMITTAL OF PAYMENTS.

NO PARTIAL ORDERS WILL BE ACCEPTED UNLESS PRIOR APPROVAL HAS BEEN EXPRESSLY GIVEN BY THE MDTA.

PAYMENT WILL BE MADE BY CHECK WITHIN 30 DAYS UPON RECEIPT OF AN INVOICE CONTINGENT ON SATISFACTORY DELIVERY OF ALL ITEMS.

ALL INVOICES AND/ OR CORRESPONDENCE PERTAINING TO ALL ORDERS AND INVOICES SHALL BE IDENTIFIED WITH DGS AWARDED NUMBER AND SHALL BE FORWARDED TO:

QUARTERMASTER UNIT
MARYLAND TRANSPORTATION AUTHORITY
1700 FRANKFURST AVENUE
BALTIMORE, MD 21226

VENDOR SHALL INCLUDE ITS FEDERAL EMPLOYEE NUMBER (FEIN) ON THE FACE OF ALL INVOICES.

END OF ITEM LIST _____

THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID. THE AWARD WAS TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, REYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

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AUTHORIZED BY: _____

BUYER AUTHORIZED DESIGNEE

DATE: 09/19/2012